

**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW, SOUTH**

Site Location: 102 Bill Leathem Drive

File No.: D07-12-16-0061

Date of Application: May 10, 2016

This SITE PLAN CONTROL application submitted by Fotenn Consultants Inc., on behalf of Salvation Army, is APPROVED as shown on the following plan(s):

1. **Landscape Plan Phase 1**, Drawing No. L1.01, prepared by Levstek Consultants Inc., dated March 2016, revised Jan.6/22.
2. **Site Servicing Plan**, Drawing No. C-1, prepared by D.B. Gray Engineering Inc., dated Dec 20-21, revised Feb 24-22.
3. **Grading Plan**, Drawing No. C-2, prepared by D.B. Gray Engineering Inc., dated Dec 20-21, revised Jan 7-22.
4. **Erosion & Sediment Control Plan**, Drawing No. C-3, prepared by D.B. Gray Engineering Inc., dated Dec 20-21, revised Jan 7-22.
5. **Notes & Schedules**, Drawing No. C-4, prepared by D.B. Gray Engineering Inc., dated Dec 20-21, revised Jan 7-22.
6. **Drainage Plan**, Drawing No. C-5, prepared by D.B. Gray Engineering Inc., dated Dec 20-21, revised Jan 7-22.
7. **Phase 1: Site Plan**, Drawing No. A101, prepared by Vandenberg & Wildeboer Architects, dated 2015, revised April 25/2016.
8. **Phase 1: Rendered Elevations**, Drawing No. A102, prepared by Vandenberg & Wildeboer Architects, dated 2015, revised April 25/2016.
9. **Phase 1: Elevations**, Drawing No. A103, prepared by Vandenberg & Wildeboer Architects, dated 2015, revised April 25/2016.

And as detailed in the following report(s):

10. **Aircraft Noise Monitoring Update**, prepared by Gradient Wind Engineering Inc., dated July 12, 2018.
11. **Transportation Noise Assessment**, Report: GWE15-009, prepared by Gradient Wind Engineering Inc., dated May 2, 2016, revised November 19, 2021.
12. **Geotechnical Investigation**, Report PG3792-1, Revision 1, prepared by Paterson Group Inc., dated April 15, 2016, revised January 5, 2022.
13. **Geotechnical Report Conformance Memo**, Report PG3792-MEMO.01, prepared by Paterson Group Inc., dated January 5, 2022.
14. **Grading Plan Review Memo**, Report PG3792-MEMO.02, prepared by Paterson Group Inc., dated January 5, 2022.
15. **Geotechnical Response to City Comments Memo**, Report PG3792-MEMO.02, prepared by Paterson Group Inc., dated January 5, 2022.
16. **Functional Servicing and Stormwater Management Report**, Project No.: 16-855, prepared by David Schaeffer Engineering Ltd., prepared April 2016, revised by D.B. Gray Engineering Inc., revised January 7, 2022.
17. **Environmental Impact Statement**, prepared by Muncaster Environmental Planning Inc., dated April 25, 2016.
18. **Phase I Environmental Site Assessment**, Report PE3779-1, prepared by Paterson Group Inc., dated April 12, 2016.
19. **Transportation Brief**, Report 603049 – 01000, prepared by Parsons, dated April 14, 2016.

And subject to the following Requirements, General and Special Conditions:

Requirements

General Conditions

1. The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.
2. **Execution of Agreement Within One Year**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be

satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

3. Permits

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development.

4. Barrier Curbs

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Real Estate and Economic Development.

5. Water Supply For Fire Fighting

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

6. Reinstatement of City Property

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

7. Construction Fencing

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Real Estate and Economic Development.

8. Construct Sidewalks

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

9. Extend Internal Walkway

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

10. Completion of Works

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

11. Development Charges

The Owner shall pay development charges to the City in accordance with the by-laws of the City.

Special Conditions

Roads Right-of-Way and Traffic

12. Transportation Study/Brief

The Owner has undertaken a Transportation Brief for this site, which Brief and Addendum are referenced in Schedule "E" herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Brief are fully implemented, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

Access

13. Private Approach Detail

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Real Estate and Economic Development.

Transit

14. Transit Pads and Shelters

The Owner shall locate, design and construct, at no cost to the City, paved transit passenger standing areas/shelter pads and shelters to the specifications of the City.

Noise

15. Notice on Title – Noise Control Attenuation Measures

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

Type B – Increasing Roadway Traffic

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that despite the inclusion of noise control features in this development and within building units, noise levels from increasing roadway/rail/air traffic may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

Type D – Central Air Conditioning

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

Proximity to Airport

"Purchasers/building occupants are forewarned that this property is located in a noise sensitive area due to its proximity to Ottawa Macdonald-Cartier International Airport.

In order to reduce the impact of aircraft noise in the indoor spaces, the development has been designed and built to meet provincial standards for noise control by the use of components and building systems that provide sound

attenuation. In addition to the building components (i.e. walls, windows, doors, ceiling-roof), since the benefit of sound attenuation is lost when windows or doors are left open, this development has been fitted with central air conditioning.

Despite the inclusion of noise control features within the development, noise due to aircraft operations may continue to interfere with some indoor activities and with outdoor activities, particularly during the summer months. The purchaser/building occupant is further advised that the Airport is open and operates 24 hours a day, and that changes to operations or expansion of the airport facilities, including the construction of new runways, may affect the living environment of the residents of this property/area.

The Ottawa Macdonald-Cartier International Airport Authority, its acoustical consultants and the City of Ottawa are not responsible if, regardless of the implementation of noise control features, the purchaser/occupant of this development finds that the indoor and/or outdoor noise levels due to aircraft operations are offensive.”

The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.

16. Certification Letter for Noise Control Measures

- (a) The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Transportation Noise Assessment referenced in Schedule “E” hereto, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City’s Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Real Estate and Economic Development (the “Certification Letter”) stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.
- (b) The Certification Letter shall be unconditional and shall address all requirements as well as all relevant information relating to the development, including project name, lot numbers, building identification, drawing numbers, noise study report number, dates of relevant documents and in particular reference to the documents used for the building permits and site grading applications. The Certification Letter(s) shall bear the certification stamp of a Professional Engineer, licensed in the Province of Ontario, and

shall be signed by said Professional Engineer, and shall be based on the following matters:

All of the information required in subsections (a) and (b) above shall be submitted to the General Manager, Planning, Real Estate and Economic Development, and shall be to his satisfaction.

Geotechnical Engineering and Soils

17. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

18. Soil Management

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks.

Civil Engineering

19. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Site Servicing and Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

20. Professional Engineering Inspection

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Real Estate and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, that such personnel are not on-site or are

incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Real Estate and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

21. Stormwater Works Certification

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

22. Site Dewatering

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

Private Systems

23. Water Plant

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

24. Private Storm Sewer Connection to City Sewer System

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site

development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or

25. Site Lighting Certificate

- (a) In addition to the requirements contained in clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
 - (ii) and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Real Estate and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

Planning and Design

26. Exterior Elevations Drawings

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations Plans, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Real Estate and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

27. Phasing

The Owner acknowledges and agrees that the proposed development will be constructed in Phases as shown on the approved "Site Plan Proposed Overall" referenced in Schedule "E" herein. The Owner acknowledges and agrees that this Site Plan Approval is subject to the Owner entering into an Amending Site Plan Agreement, for the lands shown as Phase 2 on the approved "Site Plan Proposed Overall" referenced in Schedule "E" herein, the payment of any applicable fees and securities, and any other requirements that the City may require, all to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

28. Snow Storage - setback

In addition to the provisions set out in Section 17 of Schedule “C” to this Agreement, the Owner acknowledges and agrees that no snow storage will occur within the fifteen (15 m) metre setback from the top bank of the watercourse, pursuant to the City’s Zoning By-Law 2008-250, as amended.

29. Snow Storage – no interference with servicing

In addition to the requirements of Clause 17 of Schedule “C” of this Agreement, the Owner further acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

30. Archaeological Potential

In the event that archaeological or human remains are discovered on or buried within the subject lands during development activities, the Owner acknowledges and agrees to stop all construction and soil disturbance and shall notify the Ministry of Tourism, Culture and Sport of such findings. As required under Part VI of the Ontario Heritage Act, R.S.O. 1990, c.O.18.

31. Waste and Recycling Collection (Standard Collection)

Non-Residential/Commercial Units

The Owner acknowledges and agrees that waste collection and recycling collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for waste collection and recycling collection at the Owner’s sole expense. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

Trees

32. Tree Protection

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan and identified in the Tree Conservation Report, referenced in Schedule “E” herein, shall be protected in accordance with the City’s required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- (c) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e., $CRZ = DBH \times 10cm$);
- (d) Tunnel or bore when digging within the CRZ of a tree;
- (e) Do not place any material or equipment within the CRZ of the tree;
- (f) Do not attach any signs, notices or posters to any tree;

- (g) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Real Estate and Economic Development;
- (h) Do not damage the root system, trunk or branches of any tree; and
- (i) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

33. Tree Permit

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Tree Permit and the Tree Conservation Report referenced in Schedule "E" hereto, and in accordance with the City's Tree Protection By-law, being By-Law No. 2020-340, as amended. The Owner further agrees that a copy of the approved Tree Permit and Tree Conservation Report shall be posted on the construction site at all times until Approval is granted by the City for such Works.

Signs

34. Installation of Signs on Private Property

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Real Estate and Economic Development, and in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

RVCA

35. Rideau Valley Conservation Authority

The Owner acknowledges and agrees that a portion of the property is within the regulatory area of the Rideau Valley Conservation Authority in accordance with Ontario Regulation 174/06 "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation", under Section 28 of the Conservation Authorities Act, R.S.O. 1990, c.C.27. The Owner agrees that if there will be any alteration, straightening, changing, diverting or interfering with any watercourse, that it will obtain such approval and/or permits as may be required from the Rideau Valley Conservation Authority, and further agrees to file copies of such permits with the General Manager, Planning, Real Estate and Economic Development prior to issuance of a Commence Work Order. The Owner further acknowledges and agrees that no site alterations, including grading and construction, within the regulated area shall be undertaken in advance of receiving such permits from the Rideau Valley Conservation Authority.

Airports

36. Ottawa Macdonald-Cartier International Airport - Zoning Regulations

The Owner acknowledges and agrees that the Ottawa Macdonald-Cartier International Airport Zoning Regulations (AZR) apply to temporary construction equipment, such as cranes. The Owner further acknowledges and agrees that if a crane is intended for use on the site, the Owner will notify Transport Canada in Toronto a minimum of ninety (90) days in advance to determine if it will cause a safety hazard to pilots maneuvering in the area.

Bell

37. Bell Canada – Easements

The Owner acknowledges and agrees to grant to Bell Canada any easements that may be required for telecommunication services at the Owner's sole cost and expense. Easements may be required subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements at the Owners sole cost and expense.

38. Bell Canada – Conduits

The Owner acknowledges and agrees to provide Bell Canada with one or more conduit(s) of sufficient size from each unit to the room(s) in which the telecommunication facilities are situated and one or more conduit(s) from the room(s) in which the telecommunication facilities are located to the street line, to the satisfaction of Bell Canada.

39. Communication and Telecommunication

The Owner acknowledges and agrees that, prior to commencing any Work on the subject lands, it shall confirm with Bell Canada that sufficient wire-line communication and telecommunication infrastructure is currently available within the subject lands to provide communication and telecommunication service to it. The Owner acknowledges and agrees that, in the event that such infrastructure is not available, the Owner shall be required to pay for the connection to and/or extension of the existing communication and telecommunication infrastructure. If the Owner elects not to pay for such connection and/or extension of the existing communication/telecommunication infrastructure, it shall provide evidence satisfactory to the General Manager, Planning, Real Estate and Economic Development, that sufficient alternative communication and telecommunication facilities are available on the subject lands to enable, at a minimum, the effective delivery of communication and telecommunication services for emergency management services, such as 911 emergency services.

Hydro Ottawa Limited

40. Hydro Ottawa Limited – Cable Locate

The Owner acknowledges and agrees that it and/or its agents shall arrange for an underground electricity cable locate by contacting Ontario One Call no less than seven (7) working days prior to excavation. The Owner further acknowledges and

agrees that there shall be no mechanical excavation within 1.5 metres of any Hydro Ottawa Limited underground plant unless the exact position of said plant is determined by hand digging methods. Direct supervision by qualified Hydro Ottawa Limited personnel, including protection and/or support of the underground electrical distribution assets and equipment appurtenant thereto, shall be at the Owner's own expense.

41. Hydro Ottawa Limited - Safety Measures

The Owner acknowledges and agrees it shall not use steel curb and sidewalk form support pins in the vicinity of any Hydro Ottawa Limited underground plant to ensure electrical safety.

42. Hydro Ottawa Limited – Relocation

The Owner acknowledges and agrees it shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa Limited plant and/or asset.

43. Hydro Ottawa Limited – Encroachment

The Owner acknowledges and agrees that it shall ensure that any landscaping or surface finishing will not encroach into the existing or proposed Hydro Ottawa Limited overhead or underground assets or easement. When proposing to plant in the proximity of existing power lines, the Owner shall refer to Hydro Ottawa Limited's free publication Tree Planting Advice. The Owner acknowledges and agrees to ensure that the shrubs and tree locations and expected growth will be considered. If any Hydro Ottawa Limited related activity requires the trimming, cutting or removal of vegetation, or removal of other landscaping or surface finishing, the activity and the re-instatement shall be at the Owner's expense.

44. Hydro Ottawa Limited – Easements

The Owner acknowledges and agrees to convey any such easement deemed necessary by Hydro Ottawa Limited, depending on the electrical servicing design, at the Owner's own expense and to the satisfaction of Hydro Ottawa Limited.

45. Hydro Ottawa Limited – Removal

The Owner acknowledges and agrees it shall contact Hydro Ottawa Limited to arrange for disconnecting the service from the distribution system and removal of all Hydro Ottawa Limited assets at least ten business days prior to demolition or removal of the serviced structure.

46. Hydro Ottawa Limited – Electrical Servicing Agreement

The Owner acknowledges and agrees that it may be required to enter into an Electrical Servicing Agreement with Hydro Ottawa Limited, incorporating such terms and conditions as Hydro Ottawa Limited deems appropriate.

47. Hydro Ottawa Limited – Conditions of Service

The Owner shall comply with Hydro Ottawa Limited's Conditions of Service, as amended, and shall consult with Hydro Ottawa Limited regarding the servicing terms prior to commencing engineering designs in order to ensure compliance with all Hydro Ottawa Limited standards and guidelines.

48. Hydro Ottawa Limited – Non-Conformance

The Owner acknowledges and agrees that Hydro Ottawa Limited reserves the right to raise conditions throughout the performance of the Works, should any revisions to the development contain non-conformances with Hydro Ottawa Limited's Conditions of Service or Standards.

49. Hydro Ottawa Limited – Changes to Electrical Servicing

The Owner acknowledges and agrees to contact Hydro Ottawa Limited if the electrical servicing for the site is to change in location or in size. The Owner further acknowledges and agrees to provide a load summary for the technical evaluation of Hydro Ottawa Limited's requirements.

50. Hydro Ottawa Limited – Development Costs

The Owner acknowledges and agrees it shall be responsible for all costs for feasible relocations, protection or encasement of any existing Hydro Ottawa Limited plant and/or asset.

51. Hydro Ottawa Limited – Service Entrance Requirement

The Owner acknowledges and agrees it shall be responsible for servicing the buildings within the subject lands. The Owner further acknowledges and agrees that only one service entrance per site shall be permitted by Hydro Ottawa Limited.

Enbridge Gas Distribution Inc.

52. Enbridge Gas Distribution Inc. - Conditions and Easements

The Owner acknowledges and agrees to contact Enbridge Gas Distribution Inc. for service and meter installation details and to ensure that all gas piping is installed prior to the commencement of site landscaping, including, but not limited to tree planting, Silva cells, and/or soil trenches, and/or asphalt paving. The Owner further acknowledges and agrees that any costs relating to the relocation of a gas main as a result of changes in the alignment or grade of the road allowances or for temporary gas pipe installations pertaining to phased construction shall be borne by the Owner. The Owner further acknowledges and agrees to provide to Enbridge Gas Distribution Inc., at the Owner's cost, any easements which are required to service the development.

53. Enbridge Gas Distribution Inc. - Relocation Costs

The Owner acknowledges and agrees to bear the responsibility of all costs associated with the relocation of any gas main resulting from changes in the alignment or grade of future road allowances, or for temporary gas pipe installations pertaining to phased construction.

Conveyances to City

54. Access Easement to City

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Clerk and Solicitor. All costs shall be borne by the Owner.



Date

Sean Moore
Manager, Development Review, South
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-16-0061

SITE LOCATION

102 Bill Leathem Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The 1.96 ha site is located on the northwest corner of Bill Leathem Drive and Leikin Drive within the South Merivale Business Park.
- The lands are currently undeveloped and are within a designated Urban Employment Area identified within the Official Plan. The Royal Canadian Mounted Police operate to the east of the site, however much of the lands near the site are undeveloped.
- Phase 1 of the development proposes to include a gymnasium, multi-purpose spaces, commercial kitchen, meeting and convention spaces and offices, with a total Phase 1 floor area of 1,128m². Phase 2 will bring the total floor area to 1,672m².
- The site was previously subject to a rezoning application (D02-02-16-0034) to zone the lands Light Industrial Subzone 9, Urban Exception 2382, Holding Zone (IL9[2382]-h).
- The building faces northwest, with areas north and east of the building to be landscaped. The parking lot is west of the building and includes 124 parking spaces and 5 barrier free parking spaces. 6 bicycle space are also included.
- Two accesses to the parking lot are along the north side of the site connecting to Bill Leathem Drive. Pedestrian pathways in Phase 1 connect the site to the sidewalk along Bill Leathem Drive. Phase 2 construction will provide a pathway to the Leikin Drive sidewalk.
- The building uses brick masonry, metal siding, and metal roofing. The building also includes internal garbage storage.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The site is located within the Merivale Business Park, which is identified as an Employment Area in Schedule B of the Official Plan. It is noted within the Official Plan that low density institutional uses such as community centres, daycares, places of worship may be permitted within Urban Employment Areas.
- The site is located within the South Nepean Secondary Plan – Area 3. The Secondary Plan identifies the South Merivale Business Park as a prestige high technology/business area and uses compatible with a prestige high technology business area should be encouraged.
- The proposed uses of a gymnasium, multi-purpose spaces, commercial kitchen, meeting and convention spaces and offices will not create off-site impacts such as noxious smells or noise lending its compatibility with a high technology/business area.
- Urban Exception 2382 specifies that the holding symbol applied to the subject property can only be removed when:
 - The approval of a noise study by the General Manager of Planning Infrastructure and Economic development; and
 - The approval of a site plan including conditions that:
 - Implement noise mitigation measures contained within the noise study to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development; and
 - Require a covenant be placed on title that the property is within the Ottawa Airport Operating Influence Zone. Section 96 does not apply.
- Companion application D07-07-21-0015 to the lift the holding symbol associated with the zoning has been approved.
- An updated Noise Study has been prepared which includes noise conditions to be included on title due to surface transportation and aircraft noise, as well as sound attenuation measures to be constructed into the building.
- The proposed development represents good planning by providing appropriate and efficient land use.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2009-95, is not applicable to this development.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Carol Anne Meehan was aware of the application related to this report.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to complexity of the application.

Contact: Kelby Lodoen Unseth Tel: 613-580-2424, ext. 12852 or e-mail:
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Document 1 – Location Map

